

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 21, 2004

Division: Growth Management

Bulk Item: Yes X No

Department: Planning

AGENDA ITEM WORDING:

Approval of a contract with Wallace Roberts and Todd LLC to prepare a Harbor Preservation/Redevelopment Area and Corridor Enhancement Plan for Stock Island.

ITEM BACKGROUND:

Five proposals were received by the County from consulting firms in response to a RFP to prepare a Harbor Preservation/Redevelopment Area and Corridor Enhancement Plan for Stock Island as a part of the Livable CommuniKeys Plan for the Stock Island and Key Haven communities. The Selection Committee consisted of Timothy McGarry, Director of Growth Management, Marlene Conaway, Director of Planning and Environmental Resources, Fred Gross, Director of the Lower Keys Planning Team, and Maureen Meehan, Senior Planner. Based on its evaluation, the Selection Committee chose Wallace Roberts and Todd LLC as the top candidate for the project. Staff has negotiated a scope of services, timeline, and budget, which have been included in the contract for services.

PREVIOUS REVELANT BOCC ACTION:

The BOCC approved the selection of Wallace Roberts and Todd LLC and directed Staff to enter into contract negotiations with the firm at the October 15, 2003 regular meeting.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST: \$100,000

BUDGETED: Yes X No

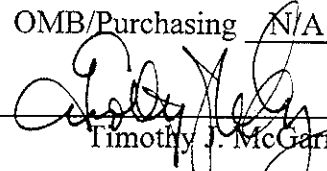
COST TO COUNTY: \$100,000

SOURCE OF FUNDS: 148-MSTD

REVENUE PRODUCING: Yes No X AMOUNT PER MONTH Year

APPROVED BY: County Atty N/A OMB/Purchasing N/A Risk Management N/A

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # I4

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Wallace Roberts & Todd Contract #
 Effective Date:
 Expiration Date:

Contract Purpose/Description:
Prepare a Harbor Preservation/Redevelopment Area and Corridor Enhancement
Plan for Stock Island.

Contract Manager: K. Marlene Conaway 2560 Planning Stop #11
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 01/21/03 Agenda Deadline: 12/31/03

CONTRACT COSTS

Total Dollar Value of Contract: \$ 100,000 Current Year Portion: \$
 Budgeted? Yes ☒ No ☐ Account Codes: 140-5410-5303+0 -
 Grant: \$ 0 - - - - -
 County Match: \$ 0 - - - - -

ADDITIONAL COSTS

Estimated Ongoing Costs: \$n/a/yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>1/8/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/8/04</u>
Risk Management	<u>1/7/04</u>	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>	<u>B. L. [Signature]</u> corrected 1/8/04	<u>1/7/04</u>
O.M.B./Purchasing	<u>01/06/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>1-7-04</u>
County Attorney	<u>1-6-04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-6-04</u>

Comments: need to add insurance requirement for
Professional Liability Insurance (PROI) - see page 76
of Administrative Instruction # 4709.5
added page to contract

**MONROE COUNTY
HARBOR PRESERVATION/REDEVELOPMENT AREA AND A CORRIDOR ENHANCEMENT
PLAN FOR STOCK ISLAND IN THE FLORIDA KEYS
AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made and entered into this _____ day of _____, 2003, by and between the MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, Monroe County, Florida, referred as the "CLIENT", and Wallace Roberts & Todd, LLC with offices located at 191 Giralda Avenue, Penthouse, Coral Gables, FL 33134 hereinafter referred to as the CONSULTANT.

WHEREAS, the CLIENT has determined that it is necessary, expedient, and to the best interest of the CLIENT to retain a CONSULTANT to render and perform consulting and other professional services in connection with providing technical assistance to Monroe County in the preparation of a Harbor Preservation/Redevelopment Area and Corridor Enhancement Plan for Stock Island.

WHEREAS, THE CLIENT desires to engage the CONSULTANT on a contract basis, for work assignments, as per the authorization procedures hereinafter set forth.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. EMPLOYMENT OF THE CONSULTANT

The CLIENT hereby engages the CONSULTANT and the CONSULTANT agrees to perform services hereinafter described.

SECTION 2. SCOPE OF SERVICES

The CONSULTANT shall do, perform and carry out in a professional and proper manner certain duties as described in the Scope of Services – Exhibit "A" – which is attached hereto and made a part of this agreement. Wallace, Roberts, and Todd LLC were selected based on their qualifications and it is anticipated that they may contract some, but not all of the work in the Scope of Services to The Chesapeake Group, Inc.

SECTION 3. CLIENT'S RESPONSIBILITIES

The CLIENT shall complete the following in a timely manner so as not to delay the services of the CONSULTANT:

- 3.1 Provide all best available data and base maps as to the CLIENT's requirements for Work Assignments. Designate in writing a person with authority to act on the CLIENT's behalf on all matters concerning the Work Assignment.
- 3.2 Furnish to the CONSULTANT all existing plans, studies, reports, and other available data pertinent to the work, and obtain or provide additional reports and data as required by the CONSULTANT. The CONSULTANT shall be entitled to use and rely upon such information and services provided by the CLIENT or others in performing the CONSULTANT's services.

- 3.3 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as reasonably required, and legally allowed, for the CONSULTANT to perform services hereunder. Any obstruction to such access by private property owners shall not constitute a basis for waiver of any other required entries on to public and private property, nor shall it provide a basis for termination of the contract. In the event that such access is so obstructed, CONSULTANT and CLIENT shall work together to resolve the difficulty in a timely manner.
- 3.4 Perform such other functions as are indicated in Exhibit "A" including but not limited to scheduling all meetings, work sessions, and hearings associated with the performance of the CONSULTANT's work, including preparation of minutes and records.

SECTION 4. TIME OF COMPLETION

The services to be rendered by the CONSULTANT shall commence upon the signing of this Agreement by both parties and shall be completed by no later than September 1, 2004, unless mutually agreed to by the CONSULTANT and CLIENT. Subsequent services shall be performed in accordance with schedules of performance which shall be mutually agreed to by CLIENT and CONSULTANT.

SECTION 5. COMPENSATION

- 5.1 The maximum compensation available to the CONSULTANT under this agreement is \$100,000. The CLIENT agrees to pay the CONSULTANT on the lump sum basis for the successful completion of work tasks in accordance with the Compensation Schedule - Exhibit "B" - which is attached hereto and made part of this agreement. Should there be any reimbursable expense request and should there be any disagreement on these, any disagreement regarding which items are reimbursable shall be submitted to the County Clerk for determination and whose decision shall be final.
- 5.2 The hourly billing rates of the CONSULTANT, expected to include virtually all costs including travel, used in calculating the compensation due are:

Position	Rate (in Dollars)
Principal – Sr. Urban Designer	225
Principal – Sr. Landscape Architect	225
Project Manager – Planner	120
Senior Landscape Architect	110
Drafting	75
Clerical	70
The Chesapeake Group Principal	200
The Chesapeake Group Project Mgr	140

SECTION 6. PAYMENT TO CONSULTANT

- 6.1 CONSULTANT shall submit monthly invoices and progress reports for services rendered on each individual work task being performed by the CONSULTANT.

The CLIENT shall make payments in response to CONSULTANT's invoices within forty-five (45) days of the invoice date.

- 6.2 If the CLIENT fails to make any payment due to the CONSULTANT for services and expenses within forty-five (45) days after the invoice dates, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services until the CONSULTANT has been paid in full all amounts due for services.

SECTION 7. AUTHORIZATION OF WORK ASSIGNMENTS

- 7.1 All work assignments beyond or in addition to EXHIBIT "A" shall be authorized in a signed document in accordance with the CLIENT's policy prior to any work being conducted by the CONSULTANT.
- 7.2 Additional authorizations may contain additional instructions or provisions specific to the authorized work for the purpose of clarifying certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instruction or provisions shall not be construed as a modification of this Agreement. Authorizations shall be dated and serially numbered.

SECTION 8. COST CONTROL

- 8.1 Opinions of probable construction cost, financial evaluations, and feasibility studies prepared by the CONSULTANT under the Work Assignment will be made on the basis of the CONSULTANT's best judgment as an experienced and qualified professional. It is recognized, however, that the CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others over market conditions or contractor's methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the Work Assignment must be of necessity speculative. Accordingly, the CONSULTANT does not guarantee that proposals, bids, or actual costs will not vary from opinions, evaluations, or studies submitted by the CONSULTANT to the CLIENT thereunder.

SECTION 9. NOTICES

All notices, requests and authorizations provided for herein shall be in a signed document and shall be delivered or mailed to the addresses as follows:

To the CLIENT: Monroe County Board of County Commissioners
c/o Monroe County Growth Management Division
2798 Overseas Highway, Suite 410
Marathon, Florida 33050
Attention: Division Director

To the CONSULTANT: Sylvia Vargas, Project Manager
Wallace Roberts & Todd, LLC
191 Giralda Avenue
Coral Gables, FL 33134

or addressed to either party at such other addresses as such party shall hereinafter furnish to the other party in writing. Each such notice, request, or authorization shall be deemed to have been duly given when so delivered, or, if mailed, when deposited in the mails, registered, postage paid.

SECTION 10. GENERAL CONDITIONS

- 10.1 All documents created or prepared by CONSULTANT and which are necessary for the fulfillment of this agreement, including reproducible copies of original drawings estimates, specifications, field notes, and data are and remain in the property of the CLIENT. In the event the CLIENT uses said documents on any projects not covered in this contract, it shall indemnify and save harmless CONSULTANT from all damages, including legal fees and costs, resulting from the reuse of said documents.
- 10.2 This Agreement may be terminated by either party with or without cause by thirty (30) days written notice to the other party. In the event of any termination, the CONSULTANT will be paid for all services rendered and reimbursable expenses incurred to date of termination. The CLIENT will receive all work product performed, in whatever manner, as of the date of termination.
- 10.3 The CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, and legal representatives of the CLIENT and CONSULTANT are hereby bound to the other party of this Agreement and to the partners, successors, executors, administrators, and legal representative (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this agreement.
- 10.4 The CONSULTANT shall not assign, sublet or transfer any rights under or interest in (including, but without limitations, moneys that may become due or moneys that are due) this agreement or subsequent Work Assignment without the written consent of the CLIENT, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.
- 10.5 Nothing under this Agreement shall be construed to give any rights or benefits in this agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this agreement will be for the sole and exclusive benefit of the CLIENT and CONSULTANT and not for the benefit of any other party.
- 10.6 Nothing in this agreement should be read as modifying the applicable statute of limitations. The waiver of the breach of any obligation of this agreement does not waive another breach of that or any other obligation.
- 10.7 No member, officer, or employee of the CLIENT during his tenure or for two years hereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. This foregoing statement shall be inserted in any subcontract.
- 10.8 The CONSULTANT warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision the CLIENT may, in its discretion, terminate this agreement without liability and may also, In its discretion, deduct from the agreement or purchase price, or otherwise recover the full amount of any

fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

- 10.9 This Agreement constitutes the entire agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by the Monroe County Board of County Commissioners and the CONSULTANT, provided that the scope of services may be modified by a written agreement executed by the County Administrator or his designee and CONSULTANT, consistent with Section 10 of this agreement.
- 10.10 CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the CLIENT or the State of Florida determines that moneys paid to the CONSULTANT pursuant to this contract were utilized for purposes not authorized by this contract, then such moneys shall be repaid to the CLIENT with interest. The interest rate shall be that described in §55.03, Florida Statutes, and shall run from the date the auditor determines that the moneys were expended for a purpose not authorized by this contract.
- 10.11 Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.
- In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the CLIENT and CONSULTANT agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
- The CLIENT and CONSULTANT agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.
- 10.12 Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby, and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions ~~of this Agreement~~ would prevent the accomplishment of the original intent of this Agreement. The CLIENT and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 10.13 Attorney's Fees and Costs. The CLIENT and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be

entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

- 10.14 Binding Effect. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the CLIENT and CONSULTANT and their respective legal representatives, successors, and assigns.
- 10.15 Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.
- 10.16 Claims for Federal or State Aid. The CLIENT and CONSULTANT agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.
- 10.17 Adjudication of Disputes or Disagreements. CLIENT and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.
- 10.18 Nondiscrimination. CLIENT and CONSULTANT agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CLIENT or CONSULTANT agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to:
- 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin.
 - 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
 - 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps.
 - 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age.
 - 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

- 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
- 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability.
- 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

- 10.19 Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, CLIENT and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. CLIENT and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.
- 10.20 Covenant of No Interest. CLIENT and CONSULTANT covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.
- 10.21 Code of Ethics. CLIENT agrees that officers and employees of the CLIENT recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
- 10.22 No Solicitation/Payment. The CLIENT and CONSULTANT warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONSULTANT agrees that the CLIENT shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 10.23 Public Access. The CLIENT and CONSULTANT shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CLIENT and CONSULTANT in conjunction with this Agreement; and the CLIENT shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONSULTANT.

- 10.24 Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the CLIENT and the CONSULTANT in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the CLIENT be required to contain any provision for waiver.
- 10.25 Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the CLIENT, when performing their respective functions under this Agreement within the territorial limits of the CLIENT shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the CLIENT.
- 10.26 Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the CLIENT, except to the extent permitted by the Florida constitution, state statute, and case law.
- 10.27 Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CLIENT and the CONSULTANT agree that neither the CLIENT nor the CONSULTANT or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.
- 10.28 Attestations. CONSULTANT agrees to execute such documents as the CLIENT may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.
- 10.29 No Personal Liability. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
- 10.30 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

10.31 Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

SECTION 11. INDEMNIFICATION

The CONSULTANT does hereby consent and agree to indemnify and hold harmless the CLIENT, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorneys fees, or liability of any kind arising out of the sole negligent actions of the CONSULTANT or substantial and unnecessary delay caused by the willful nonperformance of the CONSULTANT and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. The CLIENT does hereby covenant and agree to indemnify and save harmless the CONSULTANT from any fines, suits, claims, demands, actions, costs obligations, attorney fees, or liability of any kind resulting from a negligent act or omission by the CLIENT, it's Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents individually and collectively under the provisions and up to the limits of liability as stated in section 768.28 F.S. Further the CONSULTANT agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONSULTANT.

At all times and for all purposes hereunder, the CONSULTANT is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONSULTANT or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONSULTANT shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

The CONSULTANT shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The cost of the work necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the CLIENT as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the CLIENT or other public or semi-public agencies. The CONSULTANT agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the CLIENT during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for by the CLIENT by an extension of time for a reasonable period for the CONSULTANT to complete the work schedule. Such an agreement shall be made between the parties.

SECTION 12. INSURANCE POLICIES

The CONSULTANT shall procure and maintain the insurance required in Exhibit "C". Exhibit "C" is attached and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the _____ day of _____ 2003.

(SEAL)
ATTEST DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairman

(CORPORATE SEAL)
ATTEST:

By _____
C. Alyn Pruett, Principal

Wallace Roberts & Todd LLC

By _____
Gerald C. Marston, Principal


MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

ROBERT N. WOLFE
CHIEF ASSISTANT COUNTY ATTORNEY
Date 1-6-04

EXHIBIT "A"

SCOPE OF SERVICES

Described in the following paragraphs is WRT's proposed approach and scope for the Harbor Preservation/ Redevelopment Area and Corridor Enhancement Plan. Through the proposed process, consultant, staff, elected officials, stakeholders and citizens will interact collaboratively, pinpointing issues, establishing a vision, posing strategic alternatives and policy choices, and formulating development and redevelopment guidelines.

This process gives balanced attention to issues of function, design and "place-making", market and economic opportunities, as well as to issues of public acceptance and effective implementation. It also invites public involvement and treats residents, property and business owners, development interests, and citizens as partner stakeholders. It is a process which will conceive a vision-inspired plan, backed by a consensus of public opinion, and therefore capable of being effectively implemented.

Following plan completion, the WRT team can make available a full complement of skills and expertise necessary for effective drafting of new codes and other implementation activities.

Phase 1 - Project Parameters Definition

1.1 Project Kickoff

Over a 1-2 day period the consultant team will initiate project kickoff activities. These will include an initial site tour and meetings with key personnel to accomplish the following:

- Receive prior plans, studies and data
- Identify project milestones
- Identify key stakeholders

1.2 Review of Prior Plans, Studies and Data

In this task the consultant team will review and evaluate for sufficiency base information assembled by County Planning staff concerning the Stock Island project area and the surrounding context area, including base mapping of present land uses, zoning, existing streets and utilities, vehicular circulation, market and economic studies etc. In particular, The Chesapeake Group's background work on the Economic Development Strategy prepared for the County will provide invaluable information about market and economic potentials and needs of the Stock Island community. During this task, any data gaps will be identified and timelines and responsibilities for supplementing existing information will be identified.

1.3 Stakeholders Interviews

Over a 2-day period, the consultant will meet individually or in small focus groups with key stakeholders, including but not limited to area property and business owners, marine/fishing industry representatives, representatives of resident associations, current development interests, elected and appointed officials, and others as may be identified. The purpose of the interviews is threefold: First, to identify the intentions/aspirations of study area property owners and business, marine, and development interests regarding the future use of land and facilities; second, to array interpretations and expectations for the

desired outcome of the Livable CommuniKeys Program as it pertains to Stock Island; and third, to identify issues and variables for which there will need to be focused consensus-building throughout the planning process.

1.4 Development Context Evaluation

The economic conditions in the Lower Keys are such to ensure ongoing redevelopment pressures on relatively underutilized areas such as Stock Island. This task will document and diagram the status of all existing, planned and proposed development / redevelopment activities on and in reasonable proximity to Stock Island, including new developments, business closures or relocations, property assemblages, etc. In addition linkage and scale factors, including walking and driving distances along vehicular corridors; as well as activity landmarks, neighborhood and commercial corridor edges and functional relationships among existing and planned uses and activities in the harbor / port area will be identified and diagrammed for use throughout the planning process.

1.5 Existing Conditions Documentation: Site Development Opportunities and Constraints

This task will include a comprehensive inventory of existing physical, functional and aesthetic conditions which will be the basis for defining specific development opportunities and constraints. These will include, but may not be limited to the following:

Safe Harbor / Peninsula Port

- Existing uses and orientation (local population-serving, marine / fishing industry, tourist-oriented, etc.)
- Activities / uses critical to commercial fishing industry
- Underutilized property / obsolescent uses
- Regulatory / environmental / functional constraints
- Waterfront visual character
- Existing and potential public waterfront access

Corridor Enhancement Areas

- Existing uses and orientation (local population-serving retail, wholesale/industrial, tourism, etc.)
- Physical condition assessment (building placement and orientation, vehicular circulation, access management, pedestrian circulation, landscape character and quality etc.)
- Aesthetic assessment (architectural and landscape character, identity features, neighborhood edge conditions, streetscape character, etc.)

1.6 Development / Redevelopment Opportunities

While the above tasks seek to characterize the framework within which new uses, activities may be introduced through redevelopment, this task will seek to better define specific development / redevelopment opportunities. Based on input received from stakeholders, and from the county-wide

economic development strategy prepared by the Chesapeake Group, a "palette" of prospective development components will be identified, including but not limited to the following:

- Housing
- Complimentary Uses: local-serving retail, marine industrial / service, tourist - related
- Boat slips / dry storage
- Waterfront / public access enhancements

1.7 Summary of Project Parameters

This task will include a summary working paper arraying the basic parameters for the development and redevelopment of the Corridor and Harbor components of the Stock island Plan

Phase 1 Deliverable: Project Parameters Working Paper

Estimated Subtotal, Phase 1: \$22,500

Phase 2 - Vision, Concepts and Strategies

2.1 Community Forum One

The first of two community forums will be facilitated with key stakeholders and citizens to accomplish the following: First, to identify consensus on a vision of what the corridors and Safe Harbor area should be like; their mix of activities, scale and character; and Second, to outline ideas for specific features such as design themes, focal landmarks, public amenities and other site-specific features.

2.2 Vision

In this task the consultant will interpret and articulate stakeholder input as a vision statement describing the intended transformation of the corridors and harbor area. Specific reference will be made to the intended socioeconomic characteristics, the scale, the mix and intensity of activities, design character, array of amenities, and linkages among adjacent functions and commercial and neighborhood districts.

2.3 Concepts and Scenarios

In this task a series of concepts and development scenarios for specific program elements will be developed and sketched graphically. Key variables to be explored will include:

Safe Harbor / Peninsular Port Area

- Redevelopment project site definition
- Potential property assemblage / acquisitions
- Siting of prospective new development
- Park, open space and waterfront enhancements
- Vehicular, parking and pedestrian circulation enhancement
- Linkage elements

Corridor Enhancement Areas

- Pedestrian access improvements
- Auto circulation and parking enhancements
- Landscape enhancements
- Street furniture enhancements - benches, lighting, signage etc.
- Building improvements - setbacks, massing, architectural design, etc.

2.4 Preliminary Design Framework / Development Guidelines

While the concepts and scenarios in Task 2.3 present a menu of potential components of the planned redevelopment of Stock Island, the design framework will depict "how the pieces can be assembled" to shape the character and identity of the place.

Using sketch and/or computer-generated imagery, aesthetic choices will be depicted as a means of stimulating the imagination, generating public interest, and facilitating consensus about preferred planning and design outcomes.

2.5 Community Forum Two

In this task a second community forum will be held to present the Vision, and seek public input in refining the Concepts, Scenarios and the Preliminary Design Framework.

Phase 2 Deliverable: Vision Statement/Draft Design Framework

Estimated Subtotal, Phase 2: \$48,200

Phase 3 - Plan Document

The Stock Island Harbor Preservation / Redevelopment and Corridor Enhancement Plan will be prepared in draft and final form to include the following components:

- ***Illustrative Plan*** - A color rendered site plan depicting the conceptual future arrangement of land use patterns, buildings, streets and streetscape elements, public uses, open spaces and waterfront enhancements. In addition, sketch vignettes will depict the intended design character of the corridors and harbor areas.
- ***Conceptual Development Program*** - A conceptual identification of the types, quantities and placement of new uses which may include redeveloped / infill housing, local-serving retail, tourist-related uses, marine/fishing industry-related uses, additional boat slips / dry storage, etc.
- ***Design Guidelines and Regulatory Framework*** - Descriptions and depictions of guidelines pertaining to building placement and orientation, architectural and landscape character, streetscape, lighting and signage, "thematic" elements, and public open space and waterfront access opportunities. In addition the structure for the implementation of the design guidelines through zoning overlay districts or other regulatory means will be addressed.

• **Implementation Strategy** - A series of "next steps" will be identified which will outline additional tasks that will need to be undertaken after completion of this planning process in order to implement the recommendations of the study. These next steps may include the following:

- Capital Improvement Program, identifying specific property acquisitions, streetscape enhancements or other public investments
- Specific redevelopment project definition
- Zoning / Land Development Regulation modifications
- Detailed landscape / streetscape enhancement plans
- Community Redevelopment Plan / Finding of Necessity

Phase 3 Deliverable: Plan Document
Estimated Subtotal, Phase 3: \$29,200

EXHIBIT "B"

COMPENSATION SCHEDULE

Phase 1 Deliverable: Project Parameters Working Paper	\$22,500
Phase 2 Deliverable: Vision Statement/Draft Design Framework	\$48,200
Phase 3 Deliverable: Plan Document	\$29,200
Project Total	\$99,900

**RISK MANAGEMENT
POLICY AND PROCEDURES**

**CONTRACT ADMINISTRATION
MANUAL**

**General Insurance Requirements
for
Other Contractors and Subcontractors**

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the Contractor shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The Contractor will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Contractor. As an alternative, the Contractor may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Contractor will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Contractor to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Contractor's failure to provide satisfactory evidence.

The Contractor shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Contractor's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this contract or imposed by law. The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from this General Insurance Requirements must be requested in writing on the County prepared form entitled **"Request for Waiver of Insurance Requirements"** and approved by Monroe County Risk Management.

INSURANCE REQUIREMENTS
FOR
CONTRACT _____
BETWEEN
MONROE COUNTY, FLORIDA
AND
WALLACE ROBERTS & TODD, LLC

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Bodily Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person
\$500,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**VEHICLE LIABILITY
INSURANCE REQUIREMENTS**

FOR

CONTRACT _____

BETWEEN

MONROE COUNTY, FLORIDA

AND

WALLACE ROBERTS & TODD, LLC

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person

\$300,000 per Occurrence

\$50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

**WORKERS' COMPENSATION
INSURANCE REQUIREMENTS**

FOR

CONTRACT _____

BETWEEN

MONROE COUNTY, FLORIDA

AND

WALLACE ROBERTS & TODD, LLC

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the County.

**PROFESSIONAL LIABILITY
INSURANCE REQUIREMENTS
FOR
CONTRACT** _____

**BETWEEN
MONROE COUNTY, FLORIDA
AND**

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this contract.

The minimum limits of liability shall be:

\$250,000 per Occurrence/\$500,000 Aggregate

PRO1